

LOAN #: [REDACTED]

- C. **SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. **RENT LOSS INSURANCE.** If Borrower at any time does not occupy the Property, and rents the Property, Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by the Security Instrument.
- E. **ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender and Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agents. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by the Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender,

• HELOC - 1-4 Family Rider  
1U443-XX (07/05)

Page 3 of 6

A.R.V.  
O.D.R.

LOAN #: [REDACTED]

Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

Except in connection with a senior loan secured by the property as disclosed to Lender in writing prior to the date hereof, Borrower represents and warrants that Borrower has not executed any prior assignment of Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all of the sums secured by the Security Instrument are paid in full.

- G. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.** If Borrower fails to perform the covenants and agreements contained in this Security Agreement, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fee and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debts of Borrower secured by the Security Instrument.

A.D.V.  
O.D.R.

LOAN #: [REDACTED]

- H. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

• HELOC - 1-4 Family Rldr  
1U443-XX (07/05)

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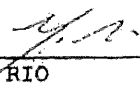
A. D. L.  
O. D. R.

NYSCEF DOC. NO. 1


RECEIVED NYSCEF: 08/29/2019

LOAN #: [REDACTED]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

  
\_\_\_\_\_  
ALFRED DEL RIO

Borrower

  
\_\_\_\_\_  
OLIVIA DEL RIO

Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

• HELOC - 1-4 Family Rider  
1U443-XX (07/05)

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DOC ID #: [REDACTED]

(i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48051-2026

For Lender:

1199 North Fairfax St. Ste.500, Alexandria, VA 22314

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

**RELEASE:** Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

**GENERAL:** You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mortgagor: ALFRED DEL RIO (SEAL)

\_\_\_\_\_  
Mortgagor: OLIVIA DEL RIO (SEAL)

\_\_\_\_\_  
Mortgagor: (SEAL)

\_\_\_\_\_  
Mortgagor: (SEAL)

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

STATE OF NEW YORK

DOC ID #: [REDACTED]

County of New York

On the 13th day of July in the year 2006 before me, the undersigned,

a notary public in and for said state, personally appeared  
Alfred Del Rio and Olivia Del Rio

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by them signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

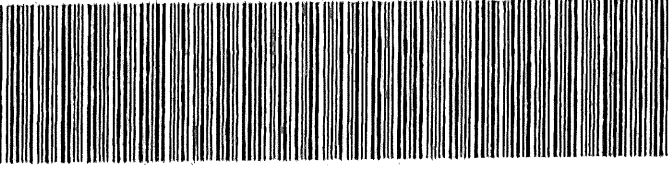

My Commission Expires:

Notary Public

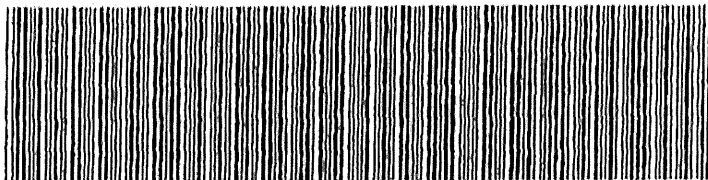
Tax Map Information: SAME AS LEGAL DESCRIPTION

STUART L. WEISS  
 Notary Public, State of New York  
 No. 021WE4850335  
 Qualified in New York County  
 Commission Expires April 21, 2012

SEAL

<b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b>		 <b>2007031401532003001E5341</b>																																																													
<b>RECORDING AND ENDORSEMENT COVER PAGE</b>																																																															
<b>Document ID: 2007031401532003</b> Document Type: MORTGAGE Document Page Count: 11		Document Date: 02-13-2007 Preparation Date: 03-14-2007																																																													
<b>PRESENTER:</b> BELLE ABSTRACT CORPORATION/PICK-UP RSR CHICAGO TITLE INS. CO. 21 WALT WHITMAN ROAD HUNTINGTON STATION, NY 11746 631-424-2300		<b>RETURN TO:</b> COUNTRYWIDE HOME LOANS INC MS SV-79 DOCUMENT PROCESSING P O BOX 10423 VAN NUYS, CA 91410																																																													
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<div style="display: flex; align-items: center; justify-content: center;">  <div> <p><b>RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK</b></p> <p>Recorded/Filed 04-25-2007 10:38            City Register File No. (CRFN):  <b>2007000213375</b></p> <p><i>Quetta M. Hill</i>  <b>City Register Official Signature</b></p> </div> </div>																																																															

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



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**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 13**

**Document ID:** 2007031401532003

**Document Date:** 02-13-2007

**Preparation Date:** 03-14-2007

**Document Type:** MORTGAGE

**PARTIES**

**MORTGAGOR/BORROWER:**

OLIVIA DEL RIO  
5910 TYNDALL AVENUE  
BRONX, NY 10471



NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
MARCO ORTIZ

1051.50

[Space Above This Line For Recording Date]

[Doc ID #]

THIS MORTGAGE IS A CREDIT LINE MORTGAGE AS DEFINED IN SECTION 281 OF THE NEW YORK REAL PROPERTY LAW. IT SECURES AN INDEBTEDNESS UNDER THE AGREEMENT WHICH REFLECTS THE FACT THAT THE PARTIES REASONABLY CONTEMPLATE ENTERING INTO A SERIES OF ADVANCES OR ADVANCES, PAYMENTS, AND READVANCES.

**MORTGAGE**  
(Line of Credit)

MIN

THIS MORTGAGE, dated FEBRUARY 13, 2007, is between  
ALFRED DEL RIO, AND OLIVIA DEL RIO

B  
5868  
650  
residing at  
5910 TYNDALL AVENUE, BRONX, NY 10471  
the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "our," or "us" and  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with  
an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. FOR PURPOSES OF  
RECORDING THIS MORTGAGE, MERS IS THE "MORTGAGEE" OF RECORD and is acting  
solely as nominee for  
Countrywide Bank, N.A.  
("Lender" or "you") and its successors and assigns. Lender's address is  
1199 North Fairfax St. Ste.500, Alexandria, VA 22314

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage,  
grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the  
successors and assigns of MERS, the premises located at:

5910 TYNDALL AVENUE, BRONX

BRONX	Street, Municipality	New York	10471	(the "Premises").
County			ZIP	

Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Unit: \_\_\_\_\_

• MERS HELOC - NY Mortgage  
ZE020-NY (02/06)(d)

Page 1 of 5

DOC ID #: [REDACTED]

and further described as:

As per legal description attached hereto and made a part hereof. Being the same premises conveyed to the mortgagor(s) herein by deed from Diana McGonnell, dated 12/17/97 recorded 2/18/98 in Reel 1530 page 104.

Borrower's Statement Regarding the Premises [check box as applicable]

☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

☐ This Security Instrument does not cover real property improved as described above.

In addition, the Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

LOAN: This Mortgage will secure your loan to us in the principal amount of \$ 50,000.00 or so much thereof as may be advanced and readvanced from time to time to  
ALFRED DEL RIO  
OLIVIA DEL RIO

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated FEBRUARY 13, 2007, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note. The Loans secured by this Mortgage have a variable interest rate feature, and the annual percentage rate (corresponding to the periodic rate) and the minimum monthly payment may increase or decrease as a result.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

OUR IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

**BELLE ABSTRACT CORP.**

Title No. [REDACTED]

**SCHEDULE A**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Bronx, City and State of New York, more particularly bounded and described as follows:

**BEGINNING** at a point on the Easterly side of Tyndall Avenue, distant 125 feet Northerly from the corner formed by the intersection of the Easterly side of Tyndall Street with the Northerly side of West 259th Street;

**THENCE** Northerly along the Easterly side of Tyndall Avenue, 30 feet;

**THENCE** Easterly parallel with the Northerly side of West 259th Street, 95 feet;

**THENCE** Southerly parallel with the Easterly side of Tyndall Avenue, 30 feet;

**THENCE** Westerly parallel with the Northerly side of West 259th Street, 95 feet to the point or place of **BEGINNING**.

**SUBJECT** to a driveway easement or right of way for pedestrian and private motor vehicles over the most Southerly four feet of the premises hereinabove described. Together with the benefits of a driveway easement for pedestrian and private motor vehicles over the most Northerly four feet of the premises adjoining on the South.

**FOR  
INVEYANCING  
ONLY**

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

**TOGETHER** with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

DOC ID #: [REDACTED]

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Note secured hereby.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated February 13, 2007 and given by us to COUNTRYWIDE HOME LOANS, Inc. as mortgagee, in the original amount of \$ 536,000.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

DOC ID #: [REDACTED]

(k) NEW YORK LIEN LAW: We will, in compliance with Section 13 of the New York Lien Law, make sure that the loans secured by this Mortgage are received as a Trust Fund to be applied first for the purpose of paying the cost of any improvements to the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48051-2026

For Lender:

1199 North Fairfax St. Ste. 500, Alexandria, VA 22314

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

DOC ID #: [REDACTED]

**1-4 FAMILY RIDER**  
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 13th day of FEBRUARY, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to: Countrywide Bank, N.A.

1199 North Fairfax St. Ste.500

Alexandria, VA 22314

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

5910 TYNDALL AVENUE

BRONX, NY 10471

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. **ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances, and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached

• HELOC - 1-4 Family Rider  
1U443-KX (12/05)(d)

Page 1 of 5



DOC ID #: [REDACTED]

floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

- B. **USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. **SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. **RENT LOSS INSURANCE.** If Borrower at any time does not occupy the Property, and rents the Property, Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by the Security Instrument.
- E. **ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender and Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agents. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

• HELOC - 1-4 Family Rider  
1U443-XX (12/05)

Page 2 of 5



DOC ID #: [REDACTED]

If Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by the Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

Except in connection with a senior loan secured by the property as disclosed to Lender in writing prior to the date hereof, Borrower represents and warrants that Borrower has not executed any prior assignment of Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all of the sums secured by the Security Instrument are paid in full.

- G. **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.** If Borrower fails to perform the covenants and agreements contained in this Security Agreement, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fee and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debts of Borrower secured by the Security Instrument.



NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

DOC ID #: [REDACTED]

- H. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

◆ HELOC - 1-4 Family Rider  
1U443-XX (12/05)

Page 4 of 5

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

DOC ID #: [REDACTED]  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

ALFRED DEL RIO Borrower

*Olivia Del Rio*  
OLIVIA DEL RIO Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\*HELOC - 1-4 Family Rider  
1U443-XX (12/08)

Page 5 of 5

DOC ID #: [REDACTED]

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Mortgagor: ALFRED DEL RIO

Mortgagor: OLIVIA DEL RIO

Mortgagor:

Mortgagor:

STATE OF NEW YORK

County of Queens

On the 13<sup>th</sup> day of Feb. in the year 2017 before me, the undersigned,

a notary public in and for said state, personally appeared Alfred & Olivia Del Rio

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

My Commission Expires:

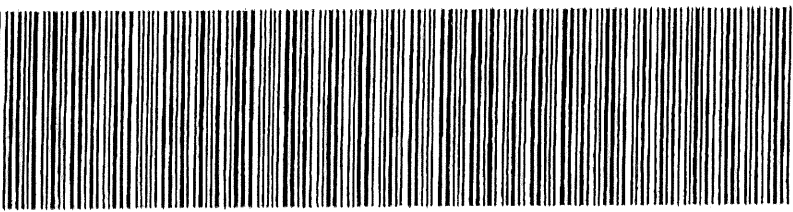


Tax Map Information: N/A

Notary Public

[Signature]  
SEAL

NOTARY PUBLIC, State of New York  
No. 02616059342  
Qualified in Queens County  
Commission Expires 08/29/2019

**BELLE**  
ABSTRACT CORP.  
TELEPHONE (888) 635-0200

<b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b>  This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.		 <b>2013082301110001001E81B1</b>																					
<b>RECORDING AND ENDORSEMENT COVER PAGE</b>		<b>PAGE 1 OF 2</b>																					
Document ID: <b>2013082301110001</b>		Document Date: 08-12-2013																					
Document Type: ASSIGNMENT, MORTGAGE		Preparation Date: 08-23-2013																					
Document Page Count: 1																							
<b>PRESENTER:</b> BANK OF AMERICA N.A. 1800 TAPO CANYON ROAD CA6-914-01-43 SIMI VALLEY, CA 93063 213-345-1221 TRACEY.SNYDER@BANKOFAMERICA.COM		<b>RETURN TO:</b> BANK OF AMERICA N A TX2-979-01-19 4500 AMON CARTER BLVD FORT WORTH, TX 76155																					
<b>PROPERTY DATA</b>																							
Borough	Block	Lot	Unit Address																				
BRONX	5868	656 Entire Lot	5910 TYNDALL AVENUE																				
Property Type: DWELLING ONLY - 2 FAMILY																							
<b>CROSS REFERENCE DATA</b>																							
CRFN: 2007000213375																							
<b>PARTIES</b>																							
<b>ASSIGNOR/OLD LENDER:</b> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC 1901 E VOORHEES ST, STE C DANVILLE, IL 61834		<b>ASSIGNEE/NEW LENDER:</b> BANK OF AMERICA N A 1800 TAPO CYN RD SIMI VALLEY, CA 93063																					
<b>FEES AND TAXES</b>																							
<b>Mortgage:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Mortgage Amount:</td> <td style="width: 40%;">\$ 0.00</td> </tr> <tr> <td>Taxable Mortgage Amount:</td> <td>\$ 0.00</td> </tr> <tr> <td>Exemption:</td> <td></td> </tr> </table>		Mortgage Amount:	\$ 0.00	Taxable Mortgage Amount:	\$ 0.00	Exemption:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Filing Fee:</td> <td style="width: 40%;">\$ 0.00</td> </tr> <tr> <td>NYC Real Property Transfer Tax:</td> <td>\$ 0.00</td> </tr> <tr> <td>NYS Real Estate Transfer Tax:</td> <td>\$ 0.00</td> </tr> </table>		Filing Fee:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00	NYS Real Estate Transfer Tax:	\$ 0.00								
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<b>TOTAL:</b>	<b>\$ 0.00</b>																						
Recording Fee:	\$ 42.00																						
Affidavit Fee:	\$ 0.00																						
<b>RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK</b>																							
																							
Recorded/Filed 09-20-2013 10:42 City Register File No. (CRFN): <b>2013000388244</b>																							
 City Register Official Signature																							

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

Recording requested by:  
MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC. AS  
NOMINEE FOR COUNTRYWIDE BANK,  
N.A.

When recorded mail to:  
BANK OF AMERICA  
DOCUMENT PROCESSING  
TX2-979-01-19  
4500 AMON CARTED BLVD  
FORT WORTH, TX 76155-2202  
Attn: ASSIGNMENT UNIT

## CORPORATION ASSIGNMENT OF MORTGAGE

Doc. ID#

Commitment

For value received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE BANK, N.A., 1901 E VOORHEES ST, STE C, DANVILLE, IL 61834, its successors and assigns, hereby assigns and transfers to BANK OF AMERICA, N.A. 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 all its rights, title and interest in and to a certain Mortgage dated 2/13/07, executed by: ALFRED DEL RIO and OLIVIA DEL RIO, Mortgagor as per MORTGAGE recorded as Instrument No. 2007000213375 on 4/25/07 in Book N/A Page N/A of official records in the County Recorder's Office of BRONX County, NEW YORK.

Tax Parcel - SEC19BLK5868LOT656,  
Original Mortgage \$50,000.00  
5910 TYNDALL AVENUE, BRONX, NY 10471

Original Lender M.C.S

This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

Dated: AUG 12 2013

\* C.S  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS  
NOMINEE FOR COUNTRYWIDE BANK, N.A.

By [Signature]  
CYNTHIA SANTOS, ASSISTANT SECRETARY

State of California  
County of Ventura

On 8-12-13 before me, L.A. Llanos, Notary Public, personally appeared CYNTHIA SANTOS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: [Signature]

L.A. Llanos  
Exp. 01/14/15



Prepared by: SEVAN APIK  
1800 TAPO CANYON RD  
SIMI VALLEY, CA 93063  
Phone#: [Redacted]  
MIN: [Redacted]  
MERS Phone: [Redacted]

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

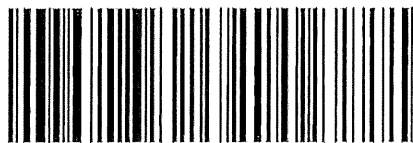
## EXHIBIT D

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

P.O. BOX 1410  
TROY, MI 48099-1410  
RETURN SERVICE REQUESTED

USPS CERTIFIED MAIL™



9214 8969 0070 4229 5669 06



S-SFRECS20 L-1100-C R-106  
P4O3HD00200012 - 673139044 I00057  
ALFRED DEL RIO  
5910 TYNDALL AVENUE  
BRONX NY 10471-1914

RECEIVED NYSCEF: 08/29/2019

Mon - Thurs: 8:00AM-6:00PM  
Fri: 8:00AM-5:00PM

**e-Mail:** [Lossmitigation@shellpointmtg.com](mailto:Lossmitigation@shellpointmtg.com)

07/14/2015



NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

Foreclosure and Sale to argue that you kept your promises and agreements under the Note and Security Instrument and to present any other defenses that you may have. This notice remains in effect until the default is cured.

Upon acceleration of your Note, Shellpoint may refer the property for foreclosure. In accordance with the terms of your Note, Security Instruments and applicable state laws, if Shellpoint prevails in its foreclosure action, you may incur costs related to foreclosure, including attorney's fees as provided for in the Note and Security Instrument.

We are hereby giving you notice that we may make or cause to be made reasonable entries upon and inspections of the Property. We will attempt to contact you before we make such entry. However, if the Property is determined to be vacant or abandoned, we will take steps necessary to protect it against vandalism or other types of damages, such as exposure to the elements.

Shellpoint offers homeownership counseling services to borrowers in some areas. Counseling is also available through a variety of nonprofit organizations experienced in homeownership counseling and approved by the Secretary of Housing and Urban Development (HUD). A listing of such organizations may be obtained by calling HUD toll-free at (800) 569-4287 or at [www.hud.gov](http://www.hud.gov).

This matter is very important. Please give it your immediate attention.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 866-825-2174.

Sincerely,

Shellpoint Mortgage Servicing

If you have submitted a complete borrower response package and are currently in an active loss mitigation review, you will not be referred to foreclosure. If your loss mitigation application is denied or you fail to meet the terms of the new loss mitigation agreement, then you may be referred to foreclosure or continue with the foreclosure process.

**Please read the following important notices as they may affect your rights.**

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

New York City:

New York City Consumer Affairs license number 1471002.

**Attention Servicemembers and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource and the United States Armed Forces Legal Assistance or other similar agencies.

The following is a Spanish translation of the information previously provided:

**Lea por favor las siguientes avisos importantes que puedan afectar sus derechos.**

El objeto de la presente notificación es gestionar el cobro de la deuda, y toda información obtenida será utilizada a tal fin. La presente comunicación proviene de un agente de cobro de deudas.

Si usted es un cliente en situación de bancarrota o un cliente que ha recibido una eliminación de esta deuda por bancarrota: tenga en cuenta que esta notificación tiene como fin informarle sobre el estado de su préstamo hipotecario. Este aviso no constituye una exigencia de pago ni un aviso de responsabilidad civil contra ninguno de los destinatarios de la presente notificación, que pudiese haber recibido un descargo de este tipo de deuda de conformidad con la legislación vigente sobre bancarrota o que pudiera ser objeto de suspensión automática en virtud del Artículo 362 del Código de Bancarrota de los Estados Unidos. No obstante, puede ser una notificación de una posible aplicación de gravamen sobre la propiedad como garantía, que aún no ha sido descargada en su proceso de bancarrota.

New York City:

Número de licencia 1471002 de Asuntos del Consumidor de la Ciudad de Nueva York.

**Atención uniformados y dependientes:** la Ley federal de Ayuda Civil para Uniformados y algunas leyes estatales brindan importantes protecciones para usted, que incluyen protecciones para las tasas de interés y la prohibición de las ejecuciones hipotecarias en la mayoría de las circunstancias durante y doce meses después del servicio militar u otro tipo de servicio. Hay consejería para los uniformados disponible de Military OneSource y de United States Armed Forces Legal Assistance (Asistencia jurídica para las Fuerzas Armadas de los Estados Unidos) u otros organismos similares.

FILED: BRONX COUNTY CLERK 08/29/2019 03:31 PM

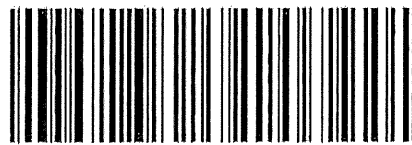
INDEX NO. 36469/2019E

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

P.O. BOX 1410  
TROY, MI 48099-1410  
RETURN SERVICE REQUESTED

USPS CERTIFIED MAIL™



9214 8969 0070 4229 5668 45



S-SFRECS20 L-1100-C R-106  
P4O3HD00200009 - 673139041 100042  
OLIVIA DEL RIO  
5910 TYNDALL AVE  
BRONX NY 10471-1914

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

P.O. BOX 1410  
TROY, MI 48099-1410  
RETURN SERVICE REQUESTED



**Shellpoint**  
Mortgage Servicing

Mon - Thurs: 8:00AM-6:00PM  
Fri: 8:00AM-5:00PM

Phone Number: 866-825-2174

Fax: 866-467-1187

e-Mail: Lossmitigation@shellpointmtg.com



S-SFRECS20 L-1100-C R-106  
P4O3HD00200009 - 673139041 I00043  
OLIVIA DEL RIO  
5910 TYNDALL AVE  
BRONX NY 10471-1914

07/14/2015

**NOTICE OF DEFAULT AND INTENT TO ACCELERATE**

RE: Deed of Trust/Mortgage Dated: 02/13/2007  
FHA#:#: [REDACTED]  
Loan #: [REDACTED]  
Property: 5910 Tyndall Avenue  
Bronx, NY 10471

Dear Mortgagor:

Shellpoint Mortgage Servicing ("Shellpoint"), acting as servicer on behalf of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-11T1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-11T1, the owner and holder of the above referenced loan (the "Loan"), and in accordance with the above referenced Deed of Trust/Mortgage ("Security Instrument") the related promissory note (the "Note"), and applicable state laws, provides you with formal notice of the following:

The loan associated with the referenced Deed of Trust/Mortgage is in default for failure to pay amounts due.

To cure this default, you must pay all amounts due under the terms of the Note and Security Instrument.

As of 07/14/2015, the total amount necessary to bring the Loan current is \$321,816.66 (the "Amount Due"). For the exact amount you must pay to bring the Loan current after 07/14/2015, please contact our office at 866-825-2174 as interest, payments, credits, fees and/or other permissible charges can continue to cause your loan balance to vary from day to day.

Payment to bring your loan current should be sent to

Shellpoint Mortgage Servicing  
P.O. Box 19006  
Greenville, SC 29602-9006

You are further informed that despite any departure from the terms of your loan that may have occurred, from this point forward strict compliance with the exact terms of the loan will be required.

If you have not cured the default within Ninety Days (90) days of this notice, Shellpoint intends to accelerate the sums evidenced by the Note and Security instruments and declare same due and payable in full and to take other legally and contractually permitted action to collect the same, including foreclosure of the lien on the Property and sale of the Property. If such date falls on a Saturday, Sunday or legal holiday then the Due Date shall be the next business day. Any partial payment received by our office on the Loan after the date of this letter may not be applied to the reduction of the Amount Due and may be returned however any such acceptance does not waive the right to proceed with foreclosure and a new demand letter may not be sent

You may have the right to reinstate the Loan and the right to bring an action to have the foreclosure action dismissed, claim that your loan is not in default or any other defense to acceleration and sale that you may have including the right in any lawsuit for

**SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.**

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

Foreclosure and Sale to argue that you kept your promises and agreements under the Note and Security Instrument and to present any other defenses that you may have. This notice remains in effect until the default is cured.

Upon acceleration of your Note, Shellpoint may refer the property for foreclosure. In accordance with the terms of your Note, Security Instruments and applicable state laws, if Shellpoint prevails in its foreclosure action, you may incur costs related to foreclosure, including attorney's fees as provided for in the Note and Security Instrument.

We are hereby giving you notice that we may make or cause to be made reasonable entries upon and inspections of the Property. We will attempt to contact you before we make such entry. However, if the Property is determined to be vacant or abandoned, we will take steps necessary to protect it against vandalism or other types of damages, such as exposure to the elements.

Shellpoint offers homeownership counseling services to borrowers in some areas. Counseling is also available through a variety of nonprofit organizations experienced in homeownership counseling and approved by the Secretary of Housing and Urban Development (HUD). A listing of such organizations may be obtained by calling HUD toll-free at (800) 569-4287 or at [www.hud.gov](http://www.hud.gov).

This matter is very important. Please give it your immediate attention.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 866-825-2174.

Sincerely,

Shellpoint Mortgage Servicing

If you have submitted a complete borrower response package and are currently in an active loss mitigation review, you will not be referred to foreclosure. If your loss mitigation application is denied or you fail to meet the terms of the new loss mitigation agreement, then you may be referred to foreclosure or continue with the foreclosure process.

**Please read the following important notices as they may affect your rights.**

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt; please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

New York City:

New York City Consumer Affairs license number 1471002.

**Attention Servicemembers and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource and the United States Armed Forces Legal Assistance or other similar agencies.

The following is a Spanish translation of the information previously provided:

**Lea por favor las siguientes avisos importantes que puedan afectar sus derechos.**

El objeto de la presente notificación es gestionar el cobro de la deuda, y toda información obtenida será utilizada a tal fin. La presente comunicación proviene de un agente de cobro de deudas.

Si usted es un cliente en situación de bancarrota o un cliente que ha recibido una eliminación de esta deuda por bancarrota; tenga en cuenta que esta notificación tiene como fin informarle sobre el estado de su préstamo hipotecario. Este aviso no constituye una exigencia de pago ni un aviso de responsabilidad civil contra ninguno de los destinatarios de la presente notificación, que pudiese haber recibido un descargo de este tipo de deuda de conformidad con la legislación vigente sobre bancarrota o que pudiera ser objeto de suspensión automática en virtud del Artículo 362 del Código de Bancarrota de los Estados Unidos. No obstante, puede ser una notificación de una posible aplicación de gravamen sobre la propiedad como garantía, que aún no ha sido descargada en su proceso de bancarrota.

New York City:

Número de licencia 1471002 de Asuntos del Consumidor de la Ciudad de Nueva York.

**Atención uniformados y dependientes:** la Ley federal de Ayuda Civil para Uniformados y algunas leyes estatales brindan importantes protecciones para usted, que incluyen protecciones para las tasas de interés y la prohibición de las ejecuciones hipotecarias en la mayoría de las circunstancias durante y doce meses después del servicio militar u otro tipo de servicio. Hay consejería para los uniformados disponible de Military OneSource y de United States Armed Forces Legal Assistance (Asistencia jurídica para las Fuerzas Armadas de los Estados Unidos) u otros organismos similares.

FILED: BRONX COUNTY CLERK 08/29/2019 03:31 PM

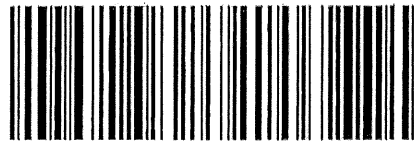
INDEX NO. 36469/2019E

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

P.O. BOX 1410  
TROY, MI 48099-1410  
RETURN SERVICE REQUESTED

USPS CERTIFIED MAIL™



9214 8969 0070 4229 5668 90



S-SFRECS20 L-1100-C R-106  
P4O3HD00200011 - 673139043 I00052  
ALFRED DEL RIO  
5910 TYNDALL AVE  
BRONX NY 10471-1914





NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

Foreclosure and Sale to argue that you kept your promises and agreements under the Note and Security Instrument and to present any other defenses that you may have. This notice remains in effect until the default is cured.

Upon acceleration of your Note, Shellpoint may refer the property for foreclosure. In accordance with the terms of your Note, Security Instruments and applicable state laws, if Shellpoint prevails in its foreclosure action, you may incur costs related to foreclosure, including attorney's fees as provided for in the Note and Security Instrument.

We are hereby giving you notice that we may make or cause to be made reasonable entries upon and inspections of the Property. We will attempt to contact you before we make such entry. However, if the Property is determined to be vacant or abandoned, we will take steps necessary to protect it against vandalism or other types of damages, such as exposure to the elements.

Shellpoint offers homeownership counseling services to borrowers in some areas. Counseling is also available through a variety of nonprofit organizations experienced in homeownership counseling and approved by the Secretary of Housing and Urban Development (HUD). A listing of such organizations may be obtained by calling HUD toll-free at (800) 569-4287 or at [www.hud.gov](http://www.hud.gov).

This matter is very important. Please give it your immediate attention.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 866-825-2174.

Sincerely,

Shellpoint Mortgage Servicing

If you have submitted a complete borrower response package and are currently in an active loss mitigation review, you will not be referred to foreclosure. If your loss mitigation application is denied or you fail to meet the terms of the new loss mitigation agreement, then you may be referred to foreclosure or continue with the foreclosure process.

**Please read the following important notices as they may affect your rights.**

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

New York City:

New York City Consumer Affairs license number 1471002.

**Attention Servicemembers and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource and the United States Armed Forces Legal Assistance or other similar agencies.

The following is a Spanish translation of the information previously provided:

**Lea por favor las siguientes avisos importantes que puedan afectar sus derechos.**

El objeto de la presente notificación es gestionar el cobro de la deuda, y toda información obtenida será utilizada a tal fin. La presente comunicación proviene de un agente de cobro de deudas.

Si usted es un cliente en situación de bancarrota o un cliente que ha recibido una eliminación de esta deuda por bancarrota: tenga en cuenta que esta notificación tiene como fin informarle sobre el estado de su préstamo hipotecario. Este aviso no constituye una exigencia de pago ni un aviso de responsabilidad civil contra ninguno de los destinatarios de la presente notificación, que pudiese haber recibido un descargo de este tipo de deuda de conformidad con la legislación vigente sobre bancarrota o que pudiera ser objeto de suspensión automática en virtud del Artículo 362 del Código de Bancarrota de los Estados Unidos. No obstante, puede ser una notificación de una posible aplicación de gravamen sobre la propiedad como garantía, que aún no ha sido descargada en su proceso de bancarrota.

New York City:

Número de licencia 1471002 de Asuntos del Consumidor de la Ciudad de Nueva York.

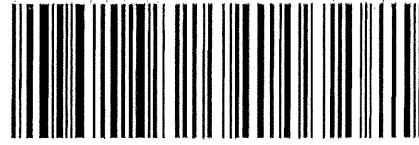
**Atención uniformados y dependientes:** la Ley federal de Ayuda Civil para Uniformados y algunas leyes estatales brindan importantes protecciones para usted, que incluyen protecciones para las tasas de interés y la prohibición de las ejecuciones hipotecarias en la mayoría de las circunstancias durante y doce meses después del servicio militar u otro tipo de servicio. Hay consejería para los uniformados disponible de Military OneSource y de United States Armed Forces Legal Assistance (Asistencia jurídica para las Fuerzas Armadas de los Estados Unidos) u otros organismos similares.

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RECEIVED NYSCEF: 08/29/2019

P.O. BOX 1410  
TROY, MI 48099-1410  
RETURN SERVICE REQUESTED

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9214 8969 0070 4229 5668 52



S-SFRECS20 L-1100-C R-106  
P4O3HD00200010 - 673139042 I00047  
OLIVIA DEL RIO  
5910 TYNDALL AVENUE  
BRONX NY 10471-1914

RECEIVED NYSCEF: 08/29/2019



# Shellpoint

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## Mortgage Servicing

Mon - Thurs: 8:00AM-6:00PM  
Fri: 8:00AM-5:00PM

**Phone Number:** 866-825-2174

**Fax:** 866-467-1187

e-Mail: [Lossmitigation@shellpointmtg.com](mailto:Lossmitigation@shellpointmtg.com)

S-SFRECS20 L-1100-C R-106  
P4O3HD00200010 - 673139042 I00048  
OLIVIA DEL RIO  
5910 TYNDALL AVENUE  
BRONX NY 10471-1914

07/14/2015

## NOTICE OF DEFAULT AND INTENT TO ACCELERATE

RE: Deed of Trust/Mortgage Dated: 02/13/2007  
FHA#:# [REDACTED]  
Loan #: [REDACTED]  
Property: 5910 Tyndall Avenue  
Bronx, NY 10471

Dear Mortgagor:

Shellpoint Mortgage Servicing ("Shellpoint"), acting as servicer on behalf of THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-11T1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-11T1, the owner and holder of the above referenced loan (the "Loan"), and in accordance with the above referenced Deed of Trust/Mortgage ("Security Instrument") the related promissory note (the "Note"), and applicable state laws, provides you with formal notice of the following:

The loan associated with the referenced Deed of Trust/Mortgage is in default for failure to pay amounts due.

To cure this default, you must pay all amounts due under the terms of the Note and Security Instrument.

As of 07/14/2015, the total amount necessary to bring the Loan current is \$321,816.66 (the "Amount Due"). For the exact amount you must pay to bring the Loan current after 07/14/2015, please contact our office at 866-825-2174 as interest, payments, credits, fees and/or other permissible charges can continue to cause your loan balance to vary from day to day.

Payment to bring your loan current should be sent to

Shellpoint Mortgage Servicing  
P.O. Box 19006  
Greenville, SC 29602-9006

You are further informed that despite any departure from the terms of your loan that may have occurred, from this point forward strict compliance with the exact terms of the loan will be required.

If you have not cured the default within Ninety Days (90) days of this notice, Shellpoint intends to accelerate the sums evidenced by the Note and Security instruments and declare same due and payable in full and to take other legally and contractually permitted action to collect the same, including foreclosure of the lien on the Property and sale of the Property. If such date falls on a Saturday, Sunday or legal holiday then the Due Date shall be the next business day. Any partial payment received by our office on the Loan after the date of this letter may not be applied to the reduction of the Amount Due and may be returned however any such acceptance does not waive the right to proceed with foreclosure and a new demand letter may not be sent.

You may have the right to reinstate the Loan and the right to bring an action to have the foreclosure action dismissed, claim that your loan is not in default or any other defense to acceleration and sale that you may have including the right in any lawsuit for

**SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.**

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This matter is very important. Please give it your immediate attention.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 866-825-2174.

Sincerely,

Shellpoint Mortgage Servicing

If you have submitted a complete borrower response package and are currently in an active loss mitigation review, you will not be referred to foreclosure. If your loss mitigation application is denied or you fail to meet the terms of the new loss mitigation agreement, then you may be referred to foreclosure or continue with the foreclosure process.

**Please read the following important notices as they may affect your rights.**

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

New York City:

New York City Consumer Affairs license number 1471002.

**Attention Servicemembers and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource and the United States Armed Forces Legal Assistance or other similar agencies.

The following is a Spanish translation of the information previously provided:

**Lea por favor las siguientes avisos importantes que puedan afectar sus derechos.**

El objeto de la presente notificación es gestionar el cobro de la deuda, y toda información obtenida será utilizada a tal fin. La presente comunicación proviene de un agente de cobro de deudas.

Si usted es un cliente en situación de bancarrota o un cliente que ha recibido una eliminación de esta deuda por bancarrota: tenga en cuenta que esta notificación tiene como fin informarle sobre el estado de su préstamo hipotecario. Este aviso no constituye una exigencia de pago ni un aviso de responsabilidad civil contra ninguno de los destinatarios de la presente notificación, que pudiese haber recibido un descargo de este tipo de deuda de conformidad con la legislación vigente sobre bancarrota o que pudiera ser objeto de suspensión automática en virtud del Artículo 362 del Código de Bancarrota de los Estados Unidos. No obstante, puede ser una notificación de una posible aplicación de gravamen sobre la propiedad como garantía, que aún no ha sido descargada en su proceso de bancarrota.

New York City:

Número de licencia 1471002 de Asuntos del Consumidor de la Ciudad de Nueva York.

**Atención uniformados y dependientes:** la Ley federal de Ayuda Civil para Uniformados y algunas leyes estatales brindan importantes protecciones para usted, que incluyen protecciones para las tasas de interés y la prohibición de las ejecuciones hipotecarias en la mayoría de las circunstancias durante y doce meses después del servicio militar u otro tipo de servicio. Hay consejería para los uniformados disponible de Military OneSource y de United States Armed Forces Legal Assistance (Asistencia jurídica para las Fuerzas Armadas de los Estados Unidos) u otros organismos similares.

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

P.O. BOX 51850  
LIVONIA MI 48151-5850  
RETURN SERVICE REQUESTED

USPS CERTIFIED MAIL™



9214 8969 0070 4249 6818 70



S-SFRECS20 L-1200-NY-C R-106  
P9UJSD00200011 - 575065877 100092  
ALFRED DEL RIO  
OLIVIA DEL RIO  
5910 TYNDALL AVENUE  
BRONX NY 10471-1914

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/29/2019

P.O. BOX 51850  
LIVONIA MI 48151-5850  
RETURN SERVICE REQUESTED



**Shellpoint**

Mortgage Servicing

Phone Number: 866-825-2174

Fax: 866-467-1187

Email: Lossmitigation@shellpointmtg.com

Mon - Thurs: 8:00AM-6:00PM

Fri: 8:00AM-5:00PM



S-SFRECS20 L-1200-NY-C R-106

P9UJSD00200011 - 575065877 I00093

ALFRED DEL RIO

OLIVIA DEL RIO

5910 TYNDALL AVENUE

BRONX NY 10471-1914

Loan Number:	[REDACTED]
Principal Balance:	\$491,872.46

03/29/2019

RE: Deed of Trust/Mortgage Dated: 02/13/2007



Property: 5910 Tyndall Avenue  
Bronx, NY 10471

Dear **Alfred Del Rio** and **Olivia Del Rio**:

Shellpoint Mortgage Servicing ("Shellpoint"), on behalf of BANK OF NEW YORK AS TRUSTEE FOR CWALT 2007-11T1, the owner and holder of your mortgage loan, and in accordance with the referenced Deed of Trust/Mortgage and applicable state laws, provides you with formal notice of the following:

**YOU MAY BE AT RISK OF FORECLOSURE. PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of 03/29/2019, your home loan is 2005 days and \$288,321.24 in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free Consumer hotline to be connected to the free housing counseling services in your area at 1-855-HOM-3456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 866-825-2174 and ask to discuss possible options.

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.





While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services toll-free helpline at (800)269-0990 or visit the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in th home until a court orders you to leave. You leagally remain the owner of and are responsible for the property until the property is sold by you or by the order of the court at the conclusion of any foreclosure proceddings. This Notice is not an eviction note, and a foreclosure action has not yet been commenced against you.

This matter is very important. Please give it your immediate attention.

Should you have questions, please contact our office at 866-825-2174 or visit our website at [www.shellpointmtg.com](http://www.shellpointmtg.com).

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 866-825-2174.

Sincerely,  
Shellpoint Mortgage Servicing

If you have submitted a complete borrower response package and are currently in an active loss mitigation review, you will not be referred to foreclosure. If your loss mitigation application is denied or you fail to meet the terms of the new loss mitigation agreement, then you may be referred to foreclosure or continue with the foreclosure process.

**Please read the following important notices as they may affect your rights.**

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

**Attention Servicemembers and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website [www.militaryonesource.mil/](http://www.militaryonesource.mil/).

**Notice of Error or Information Request Address:** You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603-0826

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- 1. Supplemental security income, (SSI);
- 2. Social security;
- 3. Public assistance (welfare);
- 4. Spousal support, maintenance (alimony) or child support;
- 5. Unemployment benefits;
- 6. Disability benefits;
- 7. Workers' compensation benefits;
- 8. Public or private pensions;
- 9. Veterans' benefits;
- 10. Federal student loans, federal student grants, and federal work study funds; and
- 11. Ninety percent of your wages or salary earned in the last 60 days

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

**Our system of record has your preferred language as English.**

**If you prefer to receive communication in a language other than English, please contact us at 866-825-2174 to speak with a translator in your preferred language about the servicing of your loan or a document you received.**

**Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-825-2174 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.**

**如果您要使用英语以外的其他语言进行交流, 请致电 866-825-2174, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。**

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

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New York City: Número de licencia 1471002 de Asuntos del Consumidor de la Ciudad de Nueva York.

<u>New York City Housing Counseling Agencies</u>				
COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
<b>Bronx</b>	Neighborhood Housing Services- South Bronx	848 Concourse Village West, Bronx, NY 10451	718-992-5979	HOPP Spanish speaking staff available
	West Bronx Housing and Neighborhood Resource Center	3176 Bainbridge, Bronx, NY 10467	718-798-0929	HOPP Spanish speaking staff available, Russian interpreter available
	Neighborhood Housing Services- North Bronx	1451 East Gun Hill Rd. Bronx, NY 10469	718-881-1180	HOPP Spanish speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	MHANY Management, Inc.	2-4 Nevins St. Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	NYC Commission on Human Rights	1932 Arthur Avenue, Room 203A Bronx, NY 10457	718-579-6728 OR 718-579-6900	Spanish speaking staff available
<b>Kings</b>	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext.315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St. Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St. Brooklyn, NY 11217	718-237-2017 ext.159	HOPP Spanish speaking staff available
	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP Spanish and French Creole speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	Neighborhood Housing Services of edford-Stuyvesant	1012 Gates Ave., 2nd Floor Brooklyn, NY 11221	718-919-2100	HOPP

	CAMBA	1720 Church Ave., 2nd Floor Brooklyn, NY 11226	718-287-0010	HOPP
	Neighborhood Housing Services- East Flatbush	2806 Church Ave. Brooklyn, NY 11226	718-469-4679	HOPP Spanish speaking staff available
	Greater Sheepshead Bay Dev. Corp.	2105 East 22nd St. Brooklyn, NY 11229	718-332-0582	HOPP Russian speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Southern Brooklyn Community Organization	4006 18th Ave. Brooklyn, NY 11218	718-435-1300	
	GreenPath Debt Solutions	175 Remsen St., Suite 1102, Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights- Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
New York	AAFE Community Development Fund, Inc.	111 Division St. New York, NY 10002	212-964-2288	HOPP Chinese and Korean speaking staff available
	MHANY Management, Inc.	2-4 Nevins St. Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108 New York, NY 10119	866-285-4059	
Queens	Neighborhood Housing Services of Northern Queens	60-20 Woodside Ave. Flushing, NY 11377	718-457-1017	HOPP Spanish and French Creole speaking staff available
	Neighborhood Housing Services- Jamaica	89-70 162nd St. Jamaica, NY 11432	718-291-7400	HOPP Spanish speaking staff available
	CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848	HOPP Southeast Asian speaking Counselors on staff
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Rockaway Development and Revitalization Corp	1920 Mott Ave., Second Floor Far Rockaway, NY 11691	718-327-5300	HOPP
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available

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	MHANY Management, Inc.	2-4 Nevins St. Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710 Kew Gardens, NY 11415-3607	866-285-4036	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
<b>Richmond</b>	Northfield Community Local Dev. Corp. of Staten Island	160 Heberton Ave. Staten Island, NY 10302	718-442-7351 ext 227	HOPP
	MHANY Management, Inc.	2-4 Nevins St. Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Parodneck Foundation	21 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	Neighborhood Housing Services, Staten Island	Neighborhood Housing Services, Staten Island	718-442-8080	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	NYC Commission on Human Rights- Staten Island	60 Bay St. 7th Floor, Staten Island, NY 10301	718-390-8506	Spanish speaking staff available

FILED: BRONX COUNTY CLERK 08/29/2019 03:31 PM

INDEX NO. 36469/2019E

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P.O. BOX 51850  
LIVONIA MI 48151-5850  
RETURN SERVICE REQUESTED

USPS CERTIFIED MAIL™



9214 8969 0070 4249 6818 63



S-SFRECS20 L-1200-NY-C R-106  
P9UJSD00200010 - 575065876 100083  
ALFRED DEL RIO  
OLIVIA DEL RIO  
5910 TYNDALL AVE  
BRONX NY 10471-1914





## Mortgage Servicing

**Email:** [Lossmitigation@shellpointmtg.com](mailto:Lossmitigation@shellpointmtg.com)

**Fri: 8:00AM-5:00PM**

03/29/2019

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 五言古詩



While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services toll-free helpline at (800)269-0990 or visit the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in th home until a court orders you to leave. You leagally remain the owner of and are responsible for the property until the property is sold by you or by the order of the court at the conclusion of any foreclosure proceddings. This Notice is not an eviction note, and a foreclosure action has not yet been commenced against you.

This matter is very important. Please give it your immediate attention.

Should you have questions, please contact our office at 866-825-2174 or visit our website at [www.shellpointmtg.com](http://www.shellpointmtg.com).

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 866-825-2174.

Sincerely,  
Shellpoint Mortgage Servicing



If you have submitted a complete borrower response package and are currently in an active loss mitigation review, you will not be referred to foreclosure. If your loss mitigation application is denied or you fail to meet the terms of the new loss mitigation agreement, then you may be referred to foreclosure or continue with the foreclosure process.

**Please read the following important notices as they may affect your rights.**

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

**Attention Servicemembers and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website [www.militaryonesource.mil/](http://www.militaryonesource.mil/).

**Notice of Error or Information Request Address:** You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603-0826

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- 1. Supplemental security income, (SSI);
- 2. Social security;
- 3. Public assistance (welfare);
- 4. Spousal support, maintenance (alimony) or child support;
- 5. Unemployment benefits;
- 6. Disability benefits;
- 7. Workers' compensation benefits;
- 8. Public or private pensions;
- 9. Veterans' benefits;
- 10. Federal student loans, federal student grants, and federal work study funds; and
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	NYC Commission on Human Rights- Staten Island	60 Bay St. 7th Floor, Staten Island, NY 10301	718-390-8506	Spanish speaking staff available

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## Mortgage Servicing

**Phone Number: 866-825-2174**

**Fax:** 866-467-1187

**Email:** [Lossmitigation@shellpointmtg.com](mailto:Lossmitigation@shellpointmtg.com)

**Mon - Thurs: 8:00AM-6:00PM**

**Fri: 8:00AM-5:00PM**

1|2|3|4|5|6|7|8|9|10|11|12|13|14|15|16|17|18|19|20|21|22|23|24|25|26|27|28|29|30|31|32|33|34|35|36|37|38|39|40|41|42|43|44|45|46|47|48|49|50|51|52|53|54|55|56|57|58|59|60|61|62|63|64|65|66|67|68|69|70|71|72|73|74|75|76|77|78|79|80|81|82|83|84|85|86|87|88|89|90|91|92|93|94|95|96|97|98|99|100|101|102|103|104|105|106|107|108|109|110|111|112|113|114|115|116|117|118|119|120|121|122|123|124|125|126|127|128|129|130|131|132|133|134|135|136|137|138|139|140|141|142|143|144|145|146|147|148|149|150|151|152|153|154|155|156|157|158|159|160|161|162|163|164|165|166|167|168|169|170|171|172|173|174|175|176|177|178|179|180|181|182|183|184|185|186|187|188|189|190|191|192|193|194|195|196|197|198|199|200|201|202|203|204|205|206|207|208|209|210|211|212|213|214|215|216|217|218|219|220|221|222|223|224|225|226|227|228|229|230|231|232|233|234|235|236|237|238|239|240|241|242|243|244|245|246|247|248|249|250|251|252|253|254|255|256|257|258|259|260|261|262|263|264|265|266|267|268|269|270|271|272|273|274|275|276|277|278|279|280|281|282|283|284|285|286|287|288|289|290|291|292|293|294|295|296|297|298|299|300|301|302|303|304|305|306|307|308|309|310|311|312|313|314|315|316|317|318|319|320|321|322|323|324|325|326|327|328|329|330|331|332|333|334|335|336|337|338|339|340|341|342|343|344|345|346|347|348|349|350|351|352|353|354|355|356|357|358|359|360|361|362|363|364|365|366|367|368|369|370|371|372|373|374|375|376|377|378|379|380|381|382|383|384|385|386|387|388|389|390|391|392|393|394|395|396|397|398|399|400|401|402|403|404|405|406|407|408|409|410|411|412|413|414|415|416|417|418|419|420|421|422|423|424|425|426|427|428|429|430|431|432|433|434|435|436|437|438|439|440|441|442|443|444|445|446|447|448|449|450|451|452|453|454|455|456|457|458|459|460|461|462|463|464|465|466|467|468|469|470|471|472|473|474|475|476|477|478|479|480|481|482|483|484|485|486|487|488|489|490|491|492|493|494|495|496|497|498|499|500|501|502|503|504|505|506|507|508|509|510|511|512|513|514|515|516|517|518|519|520|521|522|523|524|525|526|527|528|529|530|531|532|533|534|535|536|537|538|539|540|541|542|543|544|545|546|547|548|549|550|551|552|553|554|555|556|557|558|559|560|561|562|563|564|565|566|567|568|569|570|571|572|573|574|575|576|577|578|579|580|581|582|583|584|585|586|587|588|589|590|591|592|593|594|595|596|597|598|599|600|601|602|603|604|605|606|607|608|609|610|611|612|613|614|615|616|617|618|619|620|621|622|623|624|625|626|627|628|629|630|631|632|633|634|635|636|637|638|639|640|641|642|643|644|645|646|647|648|649|650|651|652|653|654|655|656|657|658|659|660|661|662|663|664|665|666|667|668|669|670|671|672|673|674|675|676|677|678|679|680|681|682|683|684|685|686|687|688|689|690|691|692|693|694|695|696|697|698|699|700|701|702|703|704|705|706|707|708|709|710|711|712|713|714|715|716|717|718|719|720|721|722|723|724|725|726|727|728|729|730|731|732|733|734|735|736|737|738|739|740|741|742|743|744|745|746|747|748|749|750|751|752|753|754|755|756|757|758|759|760|761|762|763|764|765|766|767|768|769|770|771|772|773|774|775|776|777|778|779|780|781|782|783|784|785|786|787|788|789|790|791|792|793|794|795|796|797|798|799|800|801|802|803|804|805|806|807|808|809|810|811|812|813|814|815|816|817|818|819|820|821|822|823|824|825|826|827|828|829|830|831|832|833|834|835|836|837|838|839|840|841|842|843|844|845|846|847|848|849|850|851|852|853|854|855|856|857|858|859|860|861|862|863|864|865|866|867|868|869|870|871|872|873|874|875|876|877|878|879|880|881|882|883|884|885|886|887|888|889|890|891|892|893|894|895|896|897|898|899|900|901|902|903|904|905|906|907|908|909|910|911|912|913|914|915|916|917|918|919|920|921|922|923|924|925|926|927|928|929|930|931|932|933|934|935|936|937|938|939|940|941|942|943|944|945|946|947|948|949|950|951|952|953|954|955|956|957|958|959|960|961|962|963|964|965|966|967|968|969|970|971|972|973|974|975|976|977|978|979|980|981|982|983|984|985|986|987|988|989|990|991|992|993|994|995|996|997|998|999|1000|1001|1002|1003|1004|1005|1006|1007|1008|1009|1010|1011|1012|1013|1014|1015|1016|1017|1018|1019|1020|1021|1022|1023|1024|1025|1026|1027|1028|1029|1030|1031|1032|1033|1034|1035|1036|1037|1038|1039|1040|1

S-SFRECS20 L-1200-NY-C R-106

P9UJSD00200011 - 575065877 100093

ALFRED DEL RIO

OLIVIA DEL RIO

5910 TYNDALL AVENUE

BRONX NY 10471-1914

Loan Number:

Principal Balance:	\$491,872.46
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03/29/2019

RE: Deed of Trust/Mortgage Dated: 02/13/2007

Property: 5910 Tyndall Avenue  
Bronx, NY 10471

Dear **Alfred Del Rio** and **Olivia Del Rio**:

Shellpoint Mortgage Servicing ("Shellpoint"), on behalf of BANK OF NEW YORK AS TRUSTEE FOR CWALT 2007-11T1, the owner and holder of your mortgage loan, and in accordance with the referenced Deed of Trust/Mortgage and applicable state laws, provides you with formal notice of the following:

**YOU MAY BE AT RISK OF FORECLOSURE. PLEASE READ THE FOLLOWING NOTICE CAREFULLY**

As of 03/29/2019, your home loan is 2005 days and \$288,321.24 in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free Consumer hotline to be connected to the free housing counseling services in your area at 1-855-HOM-3456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 866-825-2174 and ask to discuss possible options.

**SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.**



While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services toll-free helpline at (800)269-0990 or visit the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in th home until a court orders you to leave. You leagally remain the owner of and are responsible for the property until the property is sold by you or by the order of the court at the conclusion of any foreclosure proceddings. This Notice is not an eviction note, and a foreclosure action has not yet been commenced against you.

This matter is very important. Please give it your immediate attention.

Should you have questions, please contact our office at 866-825-2174 or visit our website at [www.shellpointmtg.com](http://www.shellpointmtg.com).

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 866-825-2174.

Sincerely,  
Shellpoint Mortgage Servicing

If you have submitted a complete borrower response package and are currently in an active loss mitigation review, you will not be referred to foreclosure. If your loss mitigation application is denied or you fail to meet the terms of the new loss mitigation agreement, then you may be referred to foreclosure or continue with the foreclosure process.

**Please read the following important notices as they may affect your rights.**

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

**Attention Servicemembers and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website [www.militaryonesource.mil/](http://www.militaryonesource.mil/).

**Notice of Error or Information Request Address:** You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603-0826

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- 1. Supplemental security income, (SSI);
- 2. Social security;
- 3. Public assistance (welfare);
- 4. Spousal support, maintenance (alimony) or child support;
- 5. Unemployment benefits;
- 6. Disability benefits;
- 7. Workers' compensation benefits;
- 8. Public or private pensions;
- 9. Veterans' benefits;
- 10. Federal student loans, federal student grants, and federal work study funds; and
- 11. Ninety percent of your wages or salary earned in the last 60 days

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

**Our system of record has your preferred language as English.**

**If you prefer to receive communication in a language other than English, please contact us at 866-825-2174 to speak with a translator in your preferred language about the servicing of your loan or a document you received.**

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-825-2174 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 866-825-2174, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

New York City: New York City Consumer Affairs license number 1471002.

New York City: Número de licencia 1471002 de Asuntos del Consumidor de la Ciudad de Nueva York.

<u>New York City Housing Counseling Agencies</u>				
COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
<b>Bronx</b>	Neighborhood Housing Services- South Bronx	848 Concourse Village West, Bronx, NY 10451	718-992-5979	HOPP Spanish speaking staff available
	West Bronx Housing and Neighborhood Resource Center	3176 Bainbridge, Bronx, NY 10467	718-798-0929	HOPP Spanish speaking staff available, Russian interpreter available
	Neighborhood Housing Services- North Bronx	1451 East Gun Hill Rd. Bronx, NY 10469	718-881-1180	HOPP Spanish speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	MHANY Management, Inc.	2-4 Nevins St. Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	NYC Commission on Human Rights	1932 Arthur Avenue, Room 203A Bronx, NY 10457	718-579-6728 OR 718-579-6900	Spanish speaking staff available
<b>Kings</b>	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext.315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
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	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	Neighborhood Housing Services of edford-Stuyvesant	1012 Gates Ave., 2nd Floor Brooklyn, NY 11221	718-919-2100	HOPP



	CAMBA	1720 Church Ave., 2nd Floor Brooklyn, NY 11226	718-287-0010	HOPP
	Neighborhood Housing Services- East Flatbush	2806 Church Ave. Brooklyn, NY 11226	718-469-4679	HOPP Spanish speaking staff available
	Greater Sheepshead Bay Dev. Corp.	2105 East 22nd St. Brooklyn, NY 11229	718-332-0582	HOPP Russian speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Southern Brooklyn Community Organization	4006 18th Ave. Brooklyn, NY 11218	718-435-1300	
	GreenPath Debt Solutions	175 Remsen St., Suite 1102, Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights- Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
New York	AAFE Community Development Fund, Inc.	111 Division St. New York, NY 10002	212-964-2288	HOPP Chinese and Korean speaking staff available
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Queens	Neighborhood Housing Services of Northern Queens	60-20 Woodside Ave. Flushing, NY 11377	718-457-1017	HOPP Spanish and French Creole speaking staff available
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	NYC Commission on Human Rights- Staten Island	60 Bay St. 7th Floor, Staten Island, NY 10301	718-390-8506	Spanish speaking staff available

P.O. BOX 51850  
LIVONIA MI 48151-5850  
RETURN SERVICE REQUESTED



**Shellpoint**

Mortgage Servicing

Phone Number: 866-825-2174

Fax: 866-467-1187

Email: Lossmitigation@shellpointmtg.com

Mon - Thurs: 8:00AM-6:00PM

Fri: 8:00AM-5:00PM



S-SFRECS20 L-1200-NY-C R-106  
P9UJSD00200011 - 575065877 I00093

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New York State Department of Financial Services  
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

**Filer Information:**

Name : New Penn Financial  
Address : 75 Beattie Place, Suite 300  
Greenville SC 29601

**Filing Information:**

Tracking Number : NYS4933044  
Mailing Date Step 1 : 29-MAR-19 12.00.00.000 AM  
Mailing Date Step 2 :  
Judgment Date Step 3 :  
Filing Date Step 1 : 29-MAR-19 12.00.00.000 AM  
Filing Date Step 1 Orig : 29-MAR-19 12.00.00.000 AM  
Filing Date Step 2 :  
Filing Date Step 3 :  
Owner Occupied at Jdgmnt :  
Property Type : 1 to 4 Family Home  
Property Address : 5910 Tyndall Avenue Bronx  
NY 10471  
County : Bronx  
Date of Original Loan : 13-FEB-07 12.00.00.000 AM  
Amt of Original Loan : 536000  
Loan Number Step 1 : [REDACTED]  
Loan Number Step 2 : [REDACTED]  
Loan Reset Frequency :  
Loan Type : 1st Lien  
Loan Details : Fixed Rate  
Loan Term : 30 Year  
Loan Modification : other  
Days Delinquent : Other  
Borrower's Name : Olivia Del Rio  
Address : 5910 Tyndall Ave  
Bronx 10471  
Borrower's Phone No : [REDACTED]  
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services



New York State Department of Financial Services  
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

**Filer Information:**

Name : New Penn Financial  
Address : 75 Beattie Place, Suite 300  
Greenville SC 29601

**Filing Information:**

Tracking Number : NYS4933044  
Mailing Date Step 1 : 29-MAR-19 12.00.00.000 AM  
Mailing Date Step 2 :  
Judgment Date Step 3 :  
Filing Date Step 1 : 29-MAR-19 12.00.00.000 AM  
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Filing Date Step 3 :  
Owner Occupd at Jdgmnt :  
Property Type : 1 to 4 Family Home  
Property Address : 5910 Tyndall Avenue Bronx  
NY 10471  
County : Bronx  
Date of Original Loan : 13-FEB-07 12.00.00.000 AM  
Amt of Original Loan : 536000  
Loan Number Step 1 :  
Loan Number Step 2 :  
Loan Reset Frequency :  
Loan Type : 1st Lien  
Loan Details : Fixed Rate  
Loan Term : 30 Year  
Loan Modification : other  
Days Delinquent : Other  
Borrower's Name : Alfred Del Rio  
Address : 5910 Tyndall Ave  
Bronx 10471  
Borrower's Phone No :  
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services

## HELP FOR HOMEOWNERS IN FORECLOSURE

NEW YORK STATE LAW REQUIRES THAT WE SEND YOU THIS NOTICE ABOUT THE FORECLOSURE PROCESS. PLEASE READ IT CAREFULLY.

### SUMMONS AND COMPLAINT

YOU ARE IN DANGER OF LOSING YOUR HOME. IF YOU FAIL TO RESPOND TO THE SUMMONS AND COMPLAINT IN THIS FORECLOSURE ACTION, YOU MAY LOSE YOUR HOME. PLEASE READ THE SUMMONS AND COMPLAINT CAREFULLY. YOU SHOULD IMMEDIATELY CONTACT AN ATTORNEY OR YOUR LOCAL LEGAL AID OFFICE TO OBTAIN ADVICE ON HOW TO PROTECT YOURSELF.

### SOURCES OF INFORMATION AND ASSISTANCE

The State encourages you to become informed about your options in foreclosure. In addition to seeking assistance from an attorney or legal aid office, there are government agencies and non-profit organizations that you may contact for information about possible options, including trying to work with your lender during this process.

To locate an entity near you, you may call the toll-free helpline maintained by the New York State Department of Financial Services at 1-800-342-3736 or visit the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov)

### RIGHTS AND OBLIGATIONS

YOU ARE NOT REQUIRED TO LEAVE YOUR HOME AT THIS TIME. You have the right to stay in your home during the foreclosure process. You are not required to leave your home unless and until your property is sold at auction pursuant to a judgment of foreclosure and sale.

Regardless of whether you choose to remain in your home, YOU ARE REQUIRED TO TAKE CARE OF YOUR PROPERTY and pay property taxes in accordance with state and local law.

### FORECLOSURE RESCUE SCAMS

Be careful of people who approach you with offers to "save" your home. There are individuals who watch for notices of foreclosure actions in order to unfairly profit from a homeowner's distress. You should be extremely careful about any such promises and any suggestions that you pay them a fee or sign over your deed. State law requires anyone offering such services for profit to enter into a contract which fully describes the services they will perform and fees they will charge, and which prohibits them from taking any money from you until they have completed all such promised services.

## **NOTICE TO TENANTS OF BUILDINGS IN FORECLOSURE**

### **New York State Law requires that we provide you this notice about the foreclosure process**

WE, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-11T1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-11T1, ARE THE FORECLOSING PARTY AND ARE LOCATED AT C/O NEW REZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, 55 BEATTIE PLACE, SUITE 110, GREENVILLE, SOUTH CAROLINA 29601. WE CAN BE REACHED AT 866-825-2174.

The dwelling where your apartment is located is the subject of a foreclosure proceeding. If you have a lease, are not the owner of the residence, and the lease requires payment of rent that at the time it was entered into was not substantially less than the fair market rent for the property, you may be entitled to remain in occupancy for the remainder of your lease term. If you do not have a lease, you will be entitled to remain in your home until ninety days after any person or entity who acquires title to the property provides you with a notice as required by section 1305 of the Real Property Actions and Proceedings Law. The notice shall provide information regarding the name and address of the new owner and your rights to remain in your home. These rights are in addition to any others you may have if you are a subsidized tenant under federal, state or local law or if you are a tenant subject to rent control, rent stabilization or a federal statutory scheme.

ALL RENT-STABILIZED TENANTS AND RENT-CONTROLLED TENANTS ARE PROTECTED UNDER THE RENT REGULATIONS WITH RESPECT TO EVICTION AND LEASE RENEWALS. THESE RIGHTS ARE UNAFFECTED BY A BUILDING ENTERING FORECLOSURE STATUS. THE TENANTS IN RENT-STABILIZED AND RENT-CONTROLLED BUILDINGS CONTINUE TO BE AFFORDED THE SAME LEVEL OF PROTECTION EVEN THOUGH THE BUILDING IS THE SUBJECT OF FORECLOSURE. EVICTIONS CAN ONLY OCCUR IN NEW YORK STATE PURSUANT TO A COURT ORDER AND AFTER A FULL HEARING IN COURT.

**If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 1-800-269-0990 or visit the Department's website at <http://www.dfs.ny.gov>.**

**Index No.**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX**

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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE  
FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST  
2007-11T1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-11T1

**PLAINTIFF,**

**-AGAINST-**

ALFRED DEL RIO A/K/A ALFREDO DEL RIO  
OLIVIA DEL RIO  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ACTING  
SOLELY AS NOMINEE FOR COUNTRYWIDE BANK, N.A., ITS SUCCESSORS AND  
ASSIGNS  
BANK OF AMERICA, N.A.  
"JOHN DOE #1" to "JOHN DOE #10," the last 10 names being fictitious and unknown to  
plaintiff, the persons or parties intended being the persons or parties, if any, having or  
claiming an interest in or lien upon the mortgaged premises described in the complaint,  
**DEFENDANTS.**

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**SUMMONS & COMPLAINT**

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**McCABE, WEISBERG & CONWAY, LLC**  
Attorneys for PLAINTIFF  
145 Huguenot St., Suite 210  
New Rochelle, NY 10801  
914.636.8900  
914.636.8901 facsimile

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SUPREME COURT OF THE STATE OF NEW YORK:  
COUNTY OF BRONX

-----X  
THE BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK, AS TRUSTEE FOR Index No:  
THE CERTIFICATEHOLDERS OF CWALT,  
INC., ALTERNATIVE LOAN TRUST 2007-11T1,  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-11T1

Plaintiff.

-against-

ALFRED DEL RIO A/K/A ALFREDO DEL RIO,  
OLIVIA DEL RIO,  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. ("MERS") ACTING SOLELY  
AS NOMINEE FOR COUNTRYWIDE BANK,  
N.A., ITS SUCCESSORS AND ASSIGNS,  
BANK OF AMERICA, N.A.,  
"JOHN DOE #1" to "JOHN DOE #10," the last 10  
names being fictitious and unknown to plaintiff, the  
persons or parties intended being the persons or  
parties, if any, having or claiming an interest in or  
lien upon the mortgaged premises described in the  
complaint,

NOTICE OF COMMENCEMENT OF  
ACTION SUBJECT TO ELECTRONIC  
FILING

Defendants.

-----X  
PLEASE TAKE NOTICE that the matter captioned above, which has been commenced  
by filing of the accompanying documents with the County Clerk, is subject to mandatory  
electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This  
notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the  
electronic filing of documents with the County Clerk and the court and for the electronic service  
of those documents, court documents, and court notices upon counsel and self-represented  
parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as  
required by Section 202.5-bb(e) must immediately record their representation within the e-filed  
matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive  
electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith  
that they lack the computer equipment and (along with all employees) the requisite knowledge to  
comply; and 2) self-represented parties who choose not to participate in e-filing. For additional

information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center at 646-386-3033 or [efile@courts.state.ny.us](mailto:efile@courts.state.ny.us).

Date: August 23, 2019

McCABE, WEISBERG & CONWAY, LLC

By: JM Hill  
JESSICA HILL, ESQ.  
Attorneys for Plaintiff  
145 Huguenot Street, Suite 210  
New Rochelle, NY 10801  
914-636-8900  
914-636-8901 facsimile

To: Alfred Del Rio a/k/a Alfredo Del Rio  
5910 Tyndall Avenue  
Bronx, New York 10471

Olivia Del Rio  
5910 Tyndall Avenue  
Bronx, New York 10471

Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for  
Countrywide Bank, N.A., its successors and assigns  
1901 E. Voorhees Street  
Danville, Illinois 61834

Bank of America, N.A.  
1800 Tapo Canyon Road  
Simi Valley, California 93063

"JOHN DOE NO.1" through "JOHN DOE NO. 10"  
5910 Tyndall Avenue  
Bronx, New York 10471-0000